

**VOLUNTARY CLEANUP CONTRACT  
16-6405-NRP**

**IN THE MATTER OF  
EXPRESS CAB COMPANY SITE, CHARLESTON COUNTY  
And  
1836 MEETING STREET ROAD, LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and 1836 Meeting Street Road, LLC with respect to the Property located at 1836 Meeting Street Road, North Charleston, South Carolina. The Property includes approximately 1.43 acres identified by Tax Map Serial Number(s) 464-02-00-071. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of April 16, 2016, and any amendments thereto, by 1836 Meeting Street Road, LLC, which is incorporated into this Contract and attached as Appendix A.

**AUTHORITY**

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710, et seq. (2002 & Supp. 2015, as amended); the South Carolina Hazardous Waste Management Act (SCHWMA), S.C. Code Ann. §§ 44-56-10, et seq. (2002 & Supp. 2015, as amended); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq. (1994); the State Underground Petroleum Environmental Response Bank Act, (SUPERB Act), S.C. Code Ann. §§ 44-2-10, et seq. (2002 & Supp. 2015, as amended); and the Pollution Control Act, §§ 48-1-10 et seq. (2008 & Supp. 2015, as amended).

**DEFINITIONS**

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, and if not set forth therein, shall have the meaning assigned to them pursuant to the SCHWMA, the PCA, the SUPERB Act, or CERCLA.

- A. "Meeting LLC" means 1836 Meeting Street Road, LLC.
- B. "Beneficiaries" means Meeting LLC's Non-Responsible Party lenders, signatories, parents, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.
- C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
- D. "Contract" means this Voluntary Cleanup Contract.
- E. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- F. "Existing Contamination" shall mean any Contamination present on, or under, the Site as of the execution date of this Contract.
- G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of Meeting LLC or its Beneficiaries.
- H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment.

- I. "Site" means all areas where a contaminant, petroleum, or petroleum product has been released, deposited, stored, disposed of, or placed or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel.
- J. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

## FINDINGS

2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. Owners and Operators: The owners and operators of the Property include the following:

Leona B. Nilson	June 1956
Fred W. Smith and Jean C. Smith	February 3, 1975
John P. Bozzelli and Margaret S. Bozzelli	July 27, 1983
Elijah Williams	July 24, 1987
W. Joe Rhodes	April 29, 1999
Jacquelyn S. Heyward and James L. Heyward	November 8, 2002
Tooly Properties, LLC	December 22, 2005
Cherokee Truck Center	operator
Seven Star Limo & Taxi Services	operator
Express Cab Company	operator

- B. Property and Surrounding Areas: The Property is surrounded by commercial and industrial properties on the "Neck" of the Charleston peninsula and is bounded to

the north by a parking lot, residential structures, and a church; to the east by Owner/Operator's trucking company with the former W.R. Grace pesticide manufacturing facility further east; to the south by Charleston Chrome & Collision with Carolina Auto Electric further south; and to the west by Meeting Street Road with parking and railroad tracks beyond.

The Property was undeveloped prior to 1950 when a club building was erected. Since the 1960s the Property has been improved with a warehouse building, including office space and parking areas. The Property was used for truck and automobile repair, towing, and taxi/limousine services. The warehouse includes work bays, two (2) hydraulic lifts, two (2) floor drains (reportedly filled with concrete since 1986), a former paint booth, and a storage room. When Cherokee Truck Center operated on the Property chlorinated solvents were used and stored.

- C. Investigations / Reports: *A Phase I Environmental Site Assessment*, dated April 13, 2016, and prepared by SCS Engineers, was submitted in support of the Application. This Phase I states that there is staining on the concrete floor throughout the warehouse and puddles of used oil under vehicles in the warehouse. At the time when the Phase I report was prepared, engines, transmissions and used auto parts were present throughout the warehouse along with tools and welding equipment. 55-gallon drums of waste oil, 5-gallon buckets of petroleum products, an automotive parts cleaning sink on top of a 55-gallon drum, cans of paint and debris were inside the warehouse. In the yard there was wood debris, a pile of 5-gallon buckets of petroleum products, 1-gallon containers of transmission fluid, anti-freeze, and paint thinner. Piles of used tires, automotive parts, used containers, two (2) 500-gallon waste oil above ground storage tanks (ASTs), compressed air tanks of oxygen, trash and debris were present along with junk automobiles staged around the boundary of the Property.

The results of a subsurface soil and groundwater investigation conducted in March 2016 by SCS Engineers was included in the Phase I. SCS installed three (3) trenches toward the eastern Property boundary for groundwater samples. Groundwater samples were analyzed for the US EPA Target compound List volatile organic compounds (VOCs). Tetrachloroethylene (chlorinated solvent) was detected at a concentration below the maximum contaminant level (MCL) and naphthalene (petroleum substance) was detected at a concentration below the tapwater value. SCS installed two (2) trenches near the southeast corner of the warehouse building for composite soil samples; installed three (3) borings in the area northeast of the warehouse building for grab soil samples; and installed three (3) borings along the eastern Property boundary for a composite soil sample. Soil samples were field screened using a photoionization detector (PID). Some samples were analyzed for VOCs, some for polynuclear aromatic hydrocarbons (PAHs), and some for lead. Elevated PID readings (>15,000 parts per million) were recorded for the samples collected at the northeast side of the warehouse building. While gross impact was not detected in subsurface soils, the source of the elevated PID readings was not identified. The Phase I states that soil in the area northeast of the warehouse appeared saturated with fuel and exhibited strong petroleum odors. The Phase I also states that surface soil near the southeast corner of the warehouse was heavily stained.

The Phase I identified the following as recognized environmental conditions (RECs):

- 50 plus years of use for truck and automobile repair and storage;
- Use and storage of chlorinated solvents;
- Mishandling hazardous waste and petroleum products;
- Adjacent properties that stored and/or handled hazardous substances to include a gasoline station, drycleaning facility, storage tank facility.

- D. Applicant Identification: Meeting LLC is a State of South Carolina limited liability company with its principal place of business located at 579 Folly Road Unit 12281, Charleston, South Carolina 29412. Meeting LLC affirms that it has the financial resources to conduct the response action pursuant to this Contract.
- E. Proposed Redevelopment: Meeting LLC will acquire the Property and intends to refurbish the warehouse building to lease for storage/warehousing/retail uses. Meeting LLC intends to construct a new sports facility behind the warehouse building, specifically a squash facility with associated locker rooms, showers, amenities, and parking.

#### BONA FIDE PROSPECTIVE PURCHASER STATUS

3. Meeting LLC certifies that it and its members are not a current owner of the Property, or parent, successor or subsidiary of a current or past owner of the Property; are not a Responsible Party for the Site, or a parent, successor or subsidiary of a Responsible Party for the Site; and have not had any involvement with the Property in the past other than activities performed in anticipation of acquisition and participation in the Voluntary Cleanup Program. Meeting LLC also certifies that it and its members are eligible to be a Bona Fide Prospective Purchaser for the Property.

#### RESPONSE ACTION

4. Meeting LLC agrees to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by Meeting LLC, or its designee, within thirty (30) days after the date of execution of this Contract by the Department, or such earlier or later date if approved by the Department's project manager. A report of the assessment results shall be submitted by Meeting LLC, or its designee in accordance with the schedule provided in the initial Work Plan. Meeting LLC acknowledges that the assessment may find distributions of Existing Contamination requiring additional assessment and/or corrective action on the Property that cannot be anticipated with this Contract. Meeting LLC agrees to perform the additional

assessment and/or corrective action consistent with the intended uses of the Property under the purview of this Contract; however, Meeting LLC may seek an amendment of this Contract to clarify its further responsibilities. Meeting LLC shall perform all actions required by this Contract, and any related actions of Meeting LLC's choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.
- 2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).
- 3). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). Meeting LLC shall identify and obtain the applicable permits before beginning any action.
- 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or corrective measures activities consistent with the following:
  - a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
  - b). All monitoring wells and groundwater sampling points shall be constructed in accordance with the South Carolina Well Standards, 6 S.C. Code Ann. Regs. 61-71 (2012, as amended). The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.

- c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include any of the following:
    - i. TAL - the full EPA Target Analyte List;
      - i). TAL Metals - EPA Target Analyte List excluding cyanide;
    - ii. TCL - the full EPA Target Compound List;
      - i). VOCs - EPA Target Compound List Volatile Organic Compounds;
      - ii). SVOCs - EPA Target Compound List Semi-Volatile Organic Compounds;
      - iii). Pesticides - EPA Target Compound List Pesticides;
      - iv). PCBs - EPA Target Compound List Polychlorinated Biphenyls.
    - iii. BTEX+ – benzene, toluene, ethyl-benzene, xylene, naphthalene
    - iv. MTBE – methyl tertiary butyl ether
  - d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the “United States Environmental Protection Agency Regional Screening Levels for Chemical Contaminants at Superfund Sites” (EPA RSLs) in effect at the time of sampling. The applicable Protection of Groundwater Soil Screening Level (SSL) shall be the “MCL-Based SSL”, if listed. If the applicable screening criteria are lower than achievable detection levels, the analytical method shall use the lowest achievable detection levels.
- 6). The Work Plan shall include the names, addresses, and telephone numbers of Meeting LLC's consulting firm(s), analytical laboratories, and Meeting LLC's contact person for matters relating to this Contract and the Work Plan.
- a). The analytical laboratory shall possess applicable Certification defined in the State Environmental Laboratory Certification Program, 7 S.C. Code Ann. Regs. 61-81 (2012, as amended), for the test method(s) and parameters specified in the Work Plan.
  - b). Meeting LLC shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified



in the Work Plan.

- 7). The Department will notify Meeting LLC in writing of approvals or deficiencies in the Work Plan.
- 8). Meeting LLC, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
- 9). Meeting LLC shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the Department.
- 10). Meeting LLC shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.
- 11). Meeting LLC shall preserve items on the Property that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. Meeting LLC shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

**B. Report Logistics**

- 1). Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.
- 2). The report(s) of assessment and/or corrective measures activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. Report(s) shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations,

documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.

- 3). All report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire report on a compact disk (in .pdf format).

C. Assess Waste Materials and Segregated Sources:

- 1). Meeting LLC shall characterize any Waste Materials and Segregated Sources identified below remaining on the Property as of the date of its acquisition. Assessment shall include an evaluation of contaminant concentrations and an estimation of the quantity or extent of each type of Waste Material or Segregated Source, as applicable, or as specified below.
  - a). Drums, buckets, containers, ASTs;
  - b). Engines, transmissions, automobile parts;
  - c). Tires, junk and/or stored vehicles;
  - d). General debris.
- 2). Meeting LLC shall also characterize for disposal any other Waste Material and Segregated Sources that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with applicable regulations.
- 3). Upon discovery of any Segregated Source that has not yet released all of its contents to the environment, Meeting LLC shall expeditiously stabilize or remove the Segregated Source from the Property.
- 4). Meeting LLC shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. Meeting LLC shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- 1). Meeting LLC shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for

irrigation or other non-drinking water use within a one-quarter mile radius.

- 2). Meeting LLC shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to Meeting LLC, of the well owner or occupant of the residence served by the well.

E. Verify condition of floor drains:

Meeting LLC shall verify by physical means that the two (2) floor drains inside the warehouse building have been filled with concrete and thereby do not pose a potential conduit to the subsurface.

F. Assess soil quality across the Property:

- 1). Meeting LLC shall collect and analyze surface soil (0-1 foot below ground surface) and subsurface soil (2-foot minimum depth) from a sufficient number of locations to characterize soil quality across the entire Property in accordance with a Department approved Work Plan. Meeting LLC shall conduct the approved soil assessment after any Waste Materials, Segregated Sources, and general debris remaining on the Property have been removed from the Property.
- 2). All soil samples shall be analyzed for TAL Metals, VOCs and SVOCs. A representative number of soil samples shall be analyzed for the full EPA TAL (which includes cyanide and mercury) and EPA TCL.
- 3). Soil quality results shall be compared to the EPA RSL Resident and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.

G. Assess groundwater quality:

- 1). Meeting LLC shall assess groundwater quality and determine the direction of flow across the Property. Assessment shall include installation and sampling

of a sufficient number of monitoring wells in accordance with the Department approved Work Plan.

- 2). Samples from all groundwater monitoring wells shall be analyzed for TAL-Metals, VOCs and SVOCs. In addition, samples from a representative number of monitoring wells shall be analyzed for the full EPA TAL/TCL (to include cyanide and mercury).
- 3). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the State Primary Drinking Water Regulations, 4 S.C. Code Ann. Regs. 61-58 (2011 & Supp. 2015, as amended), or, if not specified in R.61-58, to the EPA RSL for "Tapwater."

H. Evaluate and control potential impacts to indoor air:

- 1). Meeting LLC shall evaluate potential impacts to indoor air if the Department determines that the concentrations of VOCs present in the subsurface pose a threat to indoor air quality based on EPA OSWER "Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air" dated June 2015 and supplemental EPA guidance. The Department's decision will be constrained towards predicting commercial exposures consistent with the building construction on the Property and the building construction proposed to be used on the Property.
- 2). If required, Meeting LLC shall submit a Vapor Intrusion Assessment Work Plan followed by a report of the results.
  - a). For future buildings, Meeting LLC's evaluation of vapor intrusion risks shall, unless otherwise agreed to by the Department, consist of collection and analysis of a representative number of soil gas samples from the proposed footprint of buildings to be constructed on the Property over areas potentially subject to vapor intrusion.
    - i. Soil gas samples shall be analyzed for all site related volatile compounds by appropriate methods capable of detecting soil gas concentrations at screening levels indicative of a  $10^{-6}$  cancer risk or a

hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens based on an appropriate attenuation factor.

- ii. Soil gas sampling results and predicted indoor air concentrations shall be compared to screening levels indicative of a  $10^{-6}$  cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens based on the EPA OSWER "Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air" dated June 2015 and supplemental EPA guidance.

- b). For existing buildings, Meeting LLC's evaluation of vapor intrusion risk shall, unless otherwise agreed to by the Department, consist of collection and analysis of a representative number of indoor air, soil gas, and sub-slab soil gas samples over areas potentially subject to vapor intrusion. Assessment activities shall also include evaluation of other factors that may affect vapor intrusion as discussed in the EPA OSWER "Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air" dated June 2015 and supplemental EPA guidance.

- i. Indoor air samples shall be collected from within the building during a minimum of two separate sampling events approximately six months apart. One sampling event shall be in the winter. The samples collected for laboratory analysis may use either active or passive collection methods provided the same protocol is used for both sampling events.
- ii. All indoor air, soil gas and sub-slab soil gas samples shall be analyzed for all site related volatile compounds by appropriate methods capable of detecting concentrations at screening levels indicative of a  $10^{-6}$  cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens, and using appropriate attenuation factors for soil gas and sub-slab soil gas.
- iii. Indoor air quality results shall be compared to the current EPA RSL Resident Air and Industrial Air Screening Levels. The Department

shall give reasonable consideration of data or other demonstration that shows unacceptable exposures inside the building do not result from the subsurface conditions.

- iv. Soil gas and sub-slab soil gas sampling results shall be compared to screening levels indicative of a  $10^{-6}$  cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens for the proposed use of the Property. Comparison criteria shall be based on the EPA OSWER "Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air" dated June 2015 and supplemental EPA guidance.
- 3). Should the results of the Vapor Intrusion Assessment indicate that contaminant concentrations exceed levels indicative of a  $10^{-6}$  cancer risk or a hazard quotient/hazard index of 1 for non-carcinogens for the proposed use of the Property, Meeting LLC shall evaluate options for corrective measures and engineering controls to ensure acceptable indoor air quality. At a minimum, Meeting LLC shall propose and implement engineering controls to mitigate contaminant vapor intrusion to meet acceptable levels in accordance with Paragraph 4.H of this Contract.
- 4). The Department may allow Meeting LLC to implement pre-emptive vapor intrusion mitigation measures in lieu of the above Vapor Intrusion Assessment. Vapor intrusion mitigation measures shall be completed and evaluated in accordance with Paragraph 4.H of this Contract.

I. Institute reasonable Contamination control measures:

- 1). Meeting LLC shall stabilize and remove from the Property all Waste Materials and Segregated Sources of Contamination.
  - a). Waste Materials and Segregated Sources known to be present on the Property and that require removal include, but may not be limited to, the following:
    - i. Drums, buckets, containers, ASTs;

- ii. Engines, transmissions, automobile parts;
    - iii. Tires, junk and/or stored vehicles;
    - iv. General debris.
  - b). Meeting LLC shall remove and dispose of all Waste Materials and Segregated Sources in accordance with applicable regulations based on characterization results.
  - c). Meeting LLC shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.
  - d). Subject to Department approval, buried Waste Materials, if present, may be stabilized in place on the Property. If any Waste Materials are to be stabilized in place, Meeting LLC shall propose plans for stabilization of the Waste Materials in a Corrective Measures Plan.
- 2). Meeting LLC shall take reasonable measures to effectively limit or prevent human exposure to Existing Contamination on the Property. The corrective measures shall be proposed in a Corrective Measures Plan to be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property.
- a). Corrective measures shall be required for Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure. Media that may require Corrective Measures include, but may not be limited to, the following:
    - i. Soil in the area northeast of the warehouse that is saturated with fuel;
    - ii. Stained soil in the vicinity of the southeast corner of the warehouse.
  - b). Meeting LLC may request Department approval to conduct a site-specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, Meeting LLC shall

- submit for Department approval, an overview of risk assessment assumptions including identification of Contamination exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.
- c). Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination.
  - d). If required, vapor intrusion control measures shall be designed to effectively mitigate vapor intrusion risk to a  $10^{-6}$  risk for carcinogens and a hazard quotient/hazard index of 1 for non-carcinogens based on current EPA RSLs and guidance on vapor intrusion. All vapor intrusion control measures shall include data to confirm that the vapor mitigation system is effective, and measures to ensure and document proper and effective operation and maintenance of the vapor intrusion mitigation system for as long as it is required at the Property. The Department shall give reasonable consideration of data or other demonstration that shows any unacceptable indoor air contaminant concentrations do not result from the subsurface conditions.
  - e). Upon completion of any corrective measures, Meeting LLC shall provide a Corrective Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.
- 3). In the event that development of the Property will require disturbance of contaminants in soil or groundwater, Meeting LLC shall propose a Media Management Plan. The Media Management Plan shall address management of contaminated media when encountered on the Property, its characterization if necessary for offsite disposal, and identification of the final disposal location for all contaminated media.
- 4). In the event that corrective measures include engineering controls that must be maintained and monitored for future use of the Property, a Stewardship



Plan may be required by the Department. If required, the Stewardship Plan shall identify procedures for management of contaminated media that may be encountered as a result of any disturbance of the engineering controls, and for repair or replacement of the engineering controls.

J. Monitor and/or abandon the monitoring wells:

- 1). Meeting LLC shall implement a groundwater-monitoring program if required by the Department. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to Contamination.
- 2). The Department will determine the frequency and duration of the monitoring program on a case-specific basis.
- 3). Meeting LLC shall abandon the monitoring well(s) when the Department determines there are no further needs for wells. The wells shall be abandoned in accordance with South Carolina Well Standards, 6 S.C. Code Ann. Regs. 61-71 (2012, as amended).

HEALTH AND SAFETY PLAN

5. Meeting LLC shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one electronic copy on compact disk (in .pdf format). Meeting LLC agrees that the Health and Safety Plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by Meeting LLC.

PUBLIC PARTICIPATION

6. Meeting LLC and the Department will encourage public participation to implement this Contract as follows:

- A. The Department will provide notice, seek public comment, and initiate a thirty (30) day claim contribution notification period in accordance with established procedures consistent with S.C. Code Ann. § 44-56-750 upon signature of this Contract by Meeting LLC.
- B. Meeting LLC shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one (1) day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.
- 1). The sign(s) will state "Voluntary Cleanup Project by 1836 Meeting Street Road under Voluntary Cleanup Contract 16-6404-NRP with the South Carolina Department of Health and Environmental Control." The sign(s) shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a representative of Meeting LLC. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".
  - 2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.
  - 3). Meeting LLC shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the sign(s). The photographs shall be submitted to the Department within ten (10) days of erecting the sign(s).
  - 4). Meeting LLC agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
  - 5). Meeting LLC shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.
  - 6). The sign(s) may be removed to accommodate building or grading activities; however, Meeting LLC shall restore the sign(s) within two (2) days to its

original location, or other publicly accessible location upon notice to the Department.

### PROGRESS UPDATES

7. Meeting LLC shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within sixty (60) days of Work Plan approval and semi-annually thereafter.

A. The updates may be in summary letter format, but should include information about:

- 1). The actions taken under this Contract during the previous reporting period;
- 2). Actions scheduled to be taken in the next reporting period;
- 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,
- 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

### SCHEDULE

8. Meeting LLC shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. Meeting LLC shall implement the interim measures in accordance with a Department-approved plan.

## DECLARATION OF COVENANTS AND RESTRICTIONS

9. Meeting LLC or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property to restrict the Property from individual residential use, agricultural use, child day care and adult day care use, and to maintain the existing warehouse building and pavement as an engineering control. Additional restrictions may be required based on the response actions completed under this Contract. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:
  - A. The Department shall prepare and sign the Declaration prior to providing it to Meeting LLC. An authorized representative of Meeting LLC or its Beneficiaries shall sign the Declaration within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.
  - B. Meeting LLC or its Beneficiaries shall record the executed Declaration with the Registrar of Deeds or Mesne Conveyance for the county where the Property is located.
  - C. Meeting LLC or its Beneficiaries shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Declaration has been recorded.
  - D. In the event that Contamination exceeds levels acceptable for unrestricted use (EPA RSLs for residential use and/or MCLs) on a portion of the Property, Meeting LLC or its Beneficiaries may create a new parcel of that portion of the property that will be subject to the Declaration.

- E. The Declaration shall be noted on the master deed of any planned development for the Property and noted, or referenced thereafter, on each individual deed of property subdivided from the Property and subject to the Declaration.
- F. The Declaration shall reserve a right of entry and inspection for Meeting LLC or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
  - 1). Meeting LLC or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
  - 2). Meeting LLC or its Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declaration regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is implemented.
- G. The Declaration shall provide that the Department has an irrevocable right of access to the Property after Meeting LLC acquires the Property, and such right of access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.
- H. Meeting LLC or its Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May 31<sup>st</sup> in a manner and form prescribed by the Department.
- I. The Department may amend the Declaration in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said amendment

shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the EPA RSL Summary Table in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the EPA RSL Summary Table. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.

#### NOTIFICATION

10. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:

Jo Cherie Overcash  
Bureau of Land and Waste Management  
2600 Bull Street  
Columbia, South Carolina 29201

- B. All correspondence and notices to Meeting LLC shall be submitted to Meeting LLC's designated contact person who as of the effective date of this Contract shall be:

James Bregman, Managing Member  
1836 Meeting Street Road, LLC  
P. O. Box 12281  
Charleston, South Carolina 29412

#### FINANCIAL REIMBURSEMENT

11. Meeting LLC or its Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S.C. Code Ann. § 44-56-750-(D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to Meeting LLC on a quarterly basis. All costs are payable within thirty (30) days of the Department's invoice submitted to:

James Bregman, Managing Member  
1836 Meeting Street Road, LLC  
P. O. Box 12281  
Charleston, South Carolina 29412

- A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to paragraph 16 herein.
- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to paragraph 16 herein.

## ACCESS TO THE PROPERTY

12. Meeting LLC agrees the Department has an irrevocable right of access to the Property for environmental response matters after Meeting LLC acquires the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

## CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

13. A Certificate of Completion shall be issued to Meeting LLC or its Beneficiaries for the Property under this Contract as follows:
  - A. Meeting LLC or its Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed and any required Declarations are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.
  - B. Pursuant to § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that Meeting LLC or its Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. §§ 44-56-710 through 760.
  - C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete and a required Declaration has been recorded but all actions under this Contract have not been completed due to Property-specific circumstances.



- 1). A Provisional Certificate of Completion will include specific performance standards that Meeting LLC or its Beneficiaries shall continue to meet.
- 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if Meeting LLC or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

#### ECONOMIC BENEFITS REPORTING

14. Meeting LLC or its Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. Meeting LLC shall summarize the new operations at the Property, the number of jobs created, the amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital improvements.

#### CONTRACT OBLIGATIONS AND PROTECTIONS INURE

15. The terms, conditions, obligations and protections of this Contract apply to and inure to the benefit of the Department, Meeting LLC, and its Beneficiaries as set forth below. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:
  - A. Meeting LLC or its Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.
  - B. Meeting LLC and its Beneficiaries shall not allow residential occupancy on any portion of the Property prior to obtaining the Certificate of Completion or a

Provisional Certificate of Completion specific to that portion of the Property allowing residential occupancy.

C. If the Certificate of Completion has not been issued, Meeting LLC or its Beneficiaries shall request approval from the Department prior to transferring the obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non-Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or entity:

- 1). Is not a Responsible Party for the Site;
- 2). Has sufficient resources to complete the activities of this Contract;
- 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract;
- 4). Will assume the protections and all obligations of this Contract; and,
- 5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.

D. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, Meeting LLC or its Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty (30) days after the effective date of the ownership change or other possessory transfer of the Property.

- 1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.
- 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual residential or commercial use provided the Declaration is noted on the master deed for the planned development, and the Department

has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

#### CONTRACT TERMINATION

16. Meeting LLC, its Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty (30) days advance written notice to the other party. Termination shall be subject to the following:

- A. The Department may not terminate this Contract without cause and before termination, shall provide Meeting LLC or its Beneficiaries an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:
  - 1). Failure to complete the terms and conditions of this Contract;
  - 2). Change in Meeting LLC's or its Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
  - 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;
  - 4). Failure of Meeting LLC or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by Meeting LLC or its Beneficiaries;
  - 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
  - 6). Failure by Meeting LLC or its Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or,
  - 7). Failure by Meeting LLC or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of Meeting LLC's or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.

- B. Should Meeting LLC or its Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by Meeting LLC or its Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.
- C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.
- D. Termination of this Contract by any party does not end the obligations of Meeting LLC or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.
- E. Upon termination, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. Revocation of protections shall also apply to that party's lenders, parents, subsidiaries, and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party who participated in actions giving rise to termination of the contract. The protections will continue for any party who has received protections through a Certificate of Completion for this Contract, and who did not participate in the actions giving rise to the termination.

#### ENTITLEMENT OF PROTECTIONS AND BENEFITS

- 17. Meeting LLC and its Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:
  - A. Effective on the date this Contract is first executed by the Department:
    - 1). Protection from contribution claims under CERCLA § 113, 42 U.S.C. § 9613 and SCHWMA § 44-56-200.

- 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).
- 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to the Income Tax Act, S.C. Code Ann. § 12-6-3550 (2014).

B. Effective on the date the Certificate of Completion is issued by the Department.

- 1). The Department's covenant not to sue Meeting LLC and its Beneficiaries for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by Meeting LLC or its Beneficiaries.
- 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.

C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by Meeting LLC or its Beneficiaries. The Department retains all rights under State and Federal laws to compel Meeting LLC and its Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by Meeting LLC or its Beneficiaries.

#### RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than Meeting LLC and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than Meeting LLC and its Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

#### RESERVATION OF RIGHTS BY MEETING LLC

19. Meeting LLC retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. Meeting LLC and its Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute. However, Meeting LLC and its Beneficiaries agree to undertake the requirements of this Contract.

#### BURDEN OF PROOF

20. Meeting LLC and its Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by Meeting LLC or its Beneficiaries. Meeting LLC and its Beneficiaries shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means finding types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

#### LIMITATION OF CLAIMS BY MEETING LLC AND ITS BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, Meeting LLC and its Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

**SIGNATORS**

22. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH  
AND ENVIRONMENTAL CONTROL**

BY:

DATE:

\_\_\_\_\_  
Daphne G. Neel, Chief  
Bureau of Land and Waste  
Management

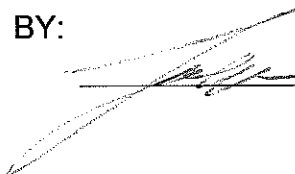
DATE:

\_\_\_\_\_  
Reviewed by Office of General Counsel

**1836 MEETING STREET ROAD, LLC**

BY:

DATE:

\_\_\_\_\_  


\_\_\_\_\_  
6/8/16

\_\_\_\_\_  
James Bregman, Managing Member

# APPENDIX A

1836 Meeting Street Road, LLC  
Application for Non-Responsible Party Voluntary Cleanup Contract  
April 15, 2016





## Non Responsible Party Application for Voluntary Cleanup Contract

### I. Applicant Information

1. Applicant is a: ☒ Single Entity ☐ Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☒ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☐ Government / Other Public Funded Entity

3. Applicant's Legal Name 1836 Meeting Street Road, LLC

#### 4. Contract Signatures for this Applicant

##### a. Authorized Signatory

James Bregman	Managing Member	jimbregman@gmail.com
Name	Title	Email
579 Folly Road, Unit 12281	843-900-4510	
Address	Phone1	Phone2
Charleston	SC	29412
City	State	Zip

##### b. Other Signatories ☒ None

Name	Title	Phone	Email	Signature Required On Contract?
		( ) -		<input type="checkbox"/>
		( ) -		<input type="checkbox"/>
		( ) -		<input type="checkbox"/>

#### 5. Physical Location of Applicant's Headquarters

579 Folly Road	Unit 12281
Street address	Suite Number
Charleston	SC 29412
City	State Zip

#### 6. Mailing address: ☐ Same as Authorized Signatory Go to question 7

Contact person (if different from Authorized Signatory)	Title
P.O Box 12281	
Street Number or PO Box	Phone1 Phone 2
Charleston SC 29422	
City State Zip	Email

#### 7. Company Structure Information ☐ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

- a. Company is Incorporated/ Organized/ Registered in South Carolina (state)
- b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name	Name
James Bregman	

#### c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?

☐ Yes ☒ No

#### d. If yes, identify all affiliations:

#### 8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

- Is a current owner of the property
- Is a Responsible Party for the site
- Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
- Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

Authorized Signatory

Co Signatories

## II. Property Information

9. Location

a. Physical Address 1836 Meeting Street Road, North Charleston, 29405

b. County Charleston

c. ☐ Property is outside any municipal boundaries ☒ Property is inside the municipal limits of City of Charleston  
(town/city)

10. List any Companies or Site names by which the Property is known

Express Cab Company Site

Tooly Properties, LLC Site

11. Total Size of Property Covered by this Contract 1.43 Acres

12. How many parcels comprise the Property? 1

13. Current Zoning (general description)

GB. The GB District allows a broad range of commercial uses and activities. It is the most intensive commercial zoning district.

14. a. Does the property have any above- or below-ground storage tanks? ☐ Yes ☒ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

We have no information indicating the existence of tanks on the site.

15. Parcel Information Complete the information below for each Parcel (attach additional sheets if needed)

a. Tax Map Parcel# 4640200071  
b. Acreage 1.43  
c. Current Owner Tooly Properties, LLC  
d. Owner Mailing Address PO Box 20176  
Charleston, SC 29405  
e. Contact Person for Access Nina Marshtein  
f. Access Person's Phone # 843-746-8525  
g. Is Parcel Currently Vacant? ☐ Yes ☒ No  
h. Buildings on the parcel? ☐ None  
(check all that apply) ☐ Demolished/Ruins  
☐ Intact, To be demolished  
☒ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☐ Not operating since \_\_\_\_\_  
(approx date)  
☒ In operation: nature of the  
business Cabs, auto storage

a. Tax Map Parcel# \_\_\_\_\_  
b. Acreage \_\_\_\_\_  
c. Current Owner \_\_\_\_\_  
d. Owner Mailing Address \_\_\_\_\_  
e. Contact Person for Access \_\_\_\_\_  
f. Access Person's Phone # \_\_\_\_\_  
g. Is Parcel Currently Vacant? ☐ Yes ☐ No  
h. Buildings on the parcel? ☐ None  
(check all that apply) ☐ Demolished/Ruins  
☐ Intact, To be demolished  
☐ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☐ Not operating since \_\_\_\_\_  
(approx date)  
☐ In operation: nature of the  
business \_\_\_\_\_

a. Tax Map Parcel# \_\_\_\_\_  
b. Acreage \_\_\_\_\_  
c. Current Owner \_\_\_\_\_  
d. Owner Mailing Address \_\_\_\_\_  
e. Contact Person for Access \_\_\_\_\_  
f. Access Person's Phone # \_\_\_\_\_  
g. Is Parcel Currently Vacant? ☐ Yes ☐ No  
h. Buildings on the parcel? ☐ None  
(check all that apply) ☐ Demolished/Ruins  
☐ Intact, To be demolished  
☐ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☐ Not operating since \_\_\_\_\_  
(approx date)  
☐ In operation: nature of the  
business \_\_\_\_\_

a. Tax Map Parcel# \_\_\_\_\_  
b. Acreage \_\_\_\_\_  
c. Current Owner \_\_\_\_\_  
d. Owner Mailing Address \_\_\_\_\_  
e. Contact Person for Access \_\_\_\_\_  
f. Access Person's Phone # \_\_\_\_\_  
g. Is Parcel Currently Vacant? ☐ Yes ☐ No  
h. Buildings on the parcel? ☐ None  
(check all that apply) ☐ Demolished/Ruins  
☐ Intact, To be demolished  
☐ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☐ Not operating since \_\_\_\_\_  
(approx date)  
☐ In operation: nature of the  
business \_\_\_\_\_

a. Tax Map Parcel# \_\_\_\_\_  
b. Acreage \_\_\_\_\_  
c. Current Owner \_\_\_\_\_  
d. Owner Mailing Address \_\_\_\_\_  
e. Contact Person for Access \_\_\_\_\_  
f. Access Person's Phone # \_\_\_\_\_  
g. Is Parcel Currently Vacant? ☐ Yes ☐ No  
h. Buildings on the parcel? ☐ None  
(check all that apply) ☐ Demolished/Ruins  
☐ Intact, To be demolished  
☐ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☐ Not operating since \_\_\_\_\_  
(approx date)  
☐ In operation: nature of the  
business \_\_\_\_\_

a. Tax Map Parcel# \_\_\_\_\_  
b. Acreage \_\_\_\_\_  
c. Current Owner \_\_\_\_\_  
d. Owner Mailing Address \_\_\_\_\_  
e. Contact Person for Access \_\_\_\_\_  
f. Access Person's Phone # \_\_\_\_\_  
g. Is Parcel Currently Vacant? ☐ Yes ☐ No  
h. Buildings on the parcel? ☐ None  
(check all that apply) ☐ Demolished/Ruins  
☐ Intact, To be demolished  
☐ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☐ Not operating since \_\_\_\_\_  
(approx date)  
☐ In operation: nature of the  
business \_\_\_\_\_

### III. Property Redevelopment

16. Describe the intended re-use of the property:  
(attach additional sheets if necessary)

The existing building is currently used by Express Cab Company and there is a vacant area in the back which is used to store cabs and other vehicles. The existing building will be renovated and leased for storage/warehousing/retail uses. Behind the existing building the applicant proposes to build a new sports facility, specifically a Squash facility. There will be associated parking, locker rooms, showers, and other amenities associated with such a development.

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☐ Yes ☒ No  
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☒ Yes Anticipated Number 10  
☐ No

19. Projected Increase to the Tax Base as a result of this redevelopment: \$ 6,000,000.00

20. a. Will there be Intangible benefits from this redevelopment such as:  
☒ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development  
☐ Creation / Preservation of Green Space on the Property  
☐ Deconstruction/ Recycling of demolition or building debris  
☒ Other Removal of non-operational vehicles from site.

- b. Please Describe:

21. Anticipated date of closing or acquiring title to the property May / 16 / 2016

22. Redevelopment Certification

By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.

  
\_\_\_\_\_  
Signature(s)

### IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm  
☐ None as of this application date

SCS Engineers	nmarshtein@scsengineers.com			
Company				
1360 Truxton Ave	N. Charleston	SC	29405	
Address	City	State	Zip	
Nina Marshtein	PG # 898	843-746-8525	843-345-2968	see above
Project Contact1	S.C PE/PG Reg. #	Phone1	Phone 2	email
Project Contact 2	S.C PE/PG Reg. #	Phone1	Phone 2	email



## 24. Legal Counsel (Optional)

The Shissias Law Firm, LLC

alex@shissiaslawfirm.com

Firm

Alexander Shissias

803-540-3090

Attorney

Phone1

Phone 2

1422 Laurel St.

Columbia

SC

29201

see above

Street Number or PO Box

City

State

Zip

email

25. Applicant's Billing Address ☒ Same as Contact person in #6 above Go to question #26

Financial Contact

Title

Company

Phone

Address

City

State

Zip

## 26. Financial Viability

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☐ Waiver Requested (Check Box If applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.

Signatures

## V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☒ Plat Map ☐ Metes and Bounds Text ☐ Both

28. The Phase I Environmental Site Assessment Report is attached as a:

☒ New report completed in the past six months by SCS Engineers

(Name of Environmental Firm)

☐ Older report updated in the past six months by

(Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

☐ The Applicant is not aware of any environmental testing on the property☐ The Applicant believes the Department already has all environmental data in its files on:

(Site Name)

☒ The Following reports are attached:Report Date  
April 2016Report Name  
Phase II Environmental Site AssessmentEnvironmental Firm  
SCS Engineers

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties:(check one)

☒ Enclosed with this Application as an Attachment☐ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.

Signature(s)

## This Section for Department Use Only

Assigned File Name		
Eligible for NRP Contract	Y N	
Assigned File Number		
Assigned Contract Number		

**SOTTILE, HOPKINS & LEWIS, LLC**

**ATTORNEYS AT LAW**

1037 Chuck Dawley Boulevard, Suite G-100  
Mt. Pleasant, South Carolina 29464  
Telephone (843) 884-1464 Fax (843) 884-5868

[nsottile@shllawyers.com](mailto:nsottile@shllawyers.com)  
[chopkins@shllawyers.com](mailto:chopkins@shllawyers.com)  
[klewis@shllawyers.com](mailto:klewis@shllawyers.com)

NICHOLAS C. SOTTILE  
C.D. HOPKINS, III  
KATIE HINSON LEWIS  
MICHAEL R. DANIEL  
OF COUNSEL

April 6, 2016

Mr. James Bregman  
Post Office Box 12281  
Charleston, SC 29422

Re: Twenty-Five (25) Year Chain of Title  
1836 Meeting Street Road, Charleston, SC

Dear Jim:

Our title examination of the real property commonly known as 1836 Meeting Street Road, Charleston, SC 29405 shows the following title transfers in the past twenty-five (25) years:

1. Deed from Jacquelyn S. Heyward and James L. Heyward to Tooty Properties, LLC dated December 22, 2005 and recorded at the Charleston R.M.C. Office on December 28, 2005, in Book D567, at Page 323.
2. Deed from W. Joe Rhodes, a/k/ Joe Rhodes, to Jacquelyn S. Heyward and James L. Heyward dated November 8, 2002, and recorded on November 21, 2002, in Book P426, at Page 532.
3. Deed from Elijah Williams to W. Joe Rhodes, a/k/a Joe Rhodes, dated April 28, 1999, and recorded on April 29, 1999, in Book K325, at Page 239.
4. Deed from John P. Bozzelli and Margaret S. Bozzelli to Elijah Williams dated July 24, 1987, and recorded on July 24, 1987, in Book G167, at Page 11.

I have attached copies of these deeds for your review.

Sincerely yours,



Nicholas C. Sottile

Title Not Examined by Jonathan A. Basten, Esq.

BKD 567PG323

**STATE OF SOUTH CAROLINA**

**TITLE TO REAL ESTATE**

**COUNTY OF CHARLESTON**

KNOW ALL MEN BY THESE PRESENTS, THAT **Jacquelyn S. Heyward and James L. Heyward**, GRANTORS, of the County and State aforesaid, for and in consideration of Five Dollars (\$5.00), in hand paid, receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release, unto **Tooly Properties, LLC, a South Carolina Limited Liability Company**, its successors and assigns, (hereinafter called the (Grantee) the following described property:

ALL that certain piece, parcel, or tract of land, situate, lying and being on Meeting Street Road near the intersection of Cherry Hill Lane in Charleston County, South Carolina, and being shown and designated as Tract Two (2) on a plat by Sigma Engineers, Inc., dated October 16, 1972, entitled in part "Plat of Tract of Land Location on Meeting Street Road at Cherry Lane, Charleston County, South Carolina" and recorded in Plat Book AB, Page 77, in the RMC Office for Charleston County, South Carolina, and having such size, shape, buttings, boundings, dimensions and locations as will appear by reference, be all the measurements shown thereon a little more or less.

BUTTING AND BOUNDING AND MEASURING AND CONTAINING according to said plat as follows: to the North on lands now or formerly of Frank Watson and of sundry owners a total distance of 237.40 feet; to the East on land now or formerly of Brown Transport Corp., a distance of 253.80 feet; to the South on land now or formerly of Brown Transport Corp. and of Jasper L. Cumbee, Jr., a total distance of 280.00 feet; and to the West on Meeting Street 80 feet right-of-way along a curve having a chord of 246.18 feet, be all the said dimensions a little more or less.

Being the same property conveyed to the Grantors herein by Deed of W. Joe Rhodes, a/k/a Joe Rhodes, dated November 8, 2002, and recorded November 21, 2002, in Book P426, page 532, in the RMC Office for Charleston County, South Carolina.

Together with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise appertaining

TO HAVE AND TO HOLD unto the Grantee, and the Grantee's executors, administrators, successors and assigns forever.

TMS Number: 464-02-00-071

Grantees Address: PO Box 20176  
Charleston, SC 29403

The Grantors do hereby bind themselves and their Heirs, Executors and Administrators and

BKD 567PG324

Assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, its successors and assigns, against them and their heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS my hand and Seal(s) this December 22, in the year of our Lord two thousand and five and in the two hundred and twenty-ninth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:

[Signature]  
[Signature]  
[Signature]  
[Signature]

[Signature]  
Jacquelyn S. Heyward

[Signature]  
James L. Heyward

STATE OF SOUTH CAROLINA )  
 )ss  
COUNTY OF CHARLESTON )

PERSONALLY appeared before me Joyce D. Dease, and made oath the s/he saw the within named Jacquelyn S. Heyward and James L. Heyward sign, seal, and as their respective acts and deeds deliver the within written deed and together with the witness written above witnessed the execution thereof.

Sworn to before me this 22 day  
of December, 2005

[Signature]

NOTARY PUBLIC FOR SOUTH CAROLINA

My commission expires: 9/15/2012

Deed prepared by:

Basten Law Office  
260 W. Coleman Blvd, Ste B  
Mt. Pleasant, SC 29464



STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

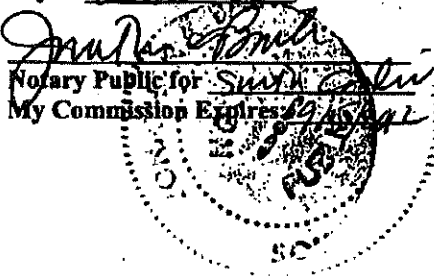
BOOK 567PG325

AFFIDAVIT


PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The Property is being transferred BY James L. Heyward and Jacquelyne S. Heyward TO Tooly Properties, LLC, a South Carolina Limited Liability Company ON 22 December, 2005.
3. Check one of the following: *The DEED is*
  - (a) \_\_\_\_\_ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (b) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
  - (c) X EXEMPT from the deed recording fee because (exemption # 8)  
(Explanation is required) Transfer to a partnership for interest in partnership  
(If exempt, please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
  - (a) \_\_\_\_\_ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ \_\_\_\_\_
  - (b) \_\_\_\_\_ The fee is computed on the fair market value of the realty which is \$ \_\_\_\_\_
  - (c) \_\_\_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ \_\_\_\_\_
5. Check YES \_\_\_\_\_ or NO \_\_\_\_\_ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If ☐ YES, ☐ the amount of the outstanding balance of this lien or encumbrance is \$ \_\_\_\_\_
6. The DEED Recording Fee is computed as follows:
  - (a) \_\_\_\_\_ the amount listed in item 4 above.
  - (b) \_\_\_\_\_ the amount listed in item 5 above.
  - (c) \_\_\_\_\_ Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as legal representative.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 22  
day of December, 2005

  
Notary Public for South Carolina  
My Commission Expires 12/31/2008

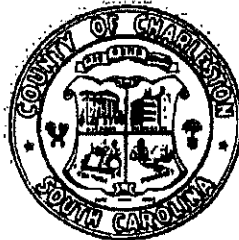
Grantor, Grantee, or Legal Representative  
Connected with this transaction

  
Jacquelyne S. Heyward  
Print of Type Name Here

BKD 567PG326

# RECORDER'S PAGE

NOTE: This page MUST remain  
with the original document



**FILED**

December 28, 2005

12:12:18 PM

BKD 567PG323

Charlie Lybrand, Register  
Charleston County, SC

## Filed By:

Basten Law Office PC  
260 W. Coleman Blvd  
Suite B  
Mt. Pleasant SC 29464

AUDITOR STAMP HERE

RECEIVED FROM RMC

FEB 15 2006

PEGGY A. MOSELEY  
CHARLESTON CO. NYS AUDITOR

PID VERIFIED BY ASSESSOR

REP

DATE

*[Signature]*  
*2/14/06*

## AMOUNT

### DESCRIPTION

Recording Fee	\$ 10.00
State Fee	<Exempt>
County Fee	<Exempt>
Postage	

TOTAL

\$ 10.00

\$ Amount (in thousands):

DRAWER:

B - bja

DO NOT STAMP BELOW THIS LINE

RETURN TO: HAMPTON GREEN, LLC  
ATTN: TOYA GREEN  
100 BRIGADE STREET, 2<sup>ND</sup> FL. (29403)  
POST OFFICE BOX 20009 (29413)  
CHARLESTON, SC

**Grantees Address:** P.O. Box 20176  
Charleston, SC 29403

3K P 426PG533

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to said Premises belonging, or in anywise incident or appertaining.

AND the Grantor does hereby bind the Grantor and the Grantor's Heirs, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said Grantee herein above named the Grantee's Heirs and Assigns against the Grantor and the Grantor's Heirs and against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS my Hand and Seal this 8<sup>th</sup> day of November, 2002.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Tonya H. Green  
Witness #1

W. Joe Rhodes A/K/A Joe Rhodes  
W. JOE RHODES, A/K/A JOE RHODES

Kellyann Walker  
Witness #2

STATE OF SOUTH CAROLINA )  
COUNTY OF DORCHESTER )

PERSONALLY appeared before me the Tonya H. Green and  
made oath that (s)he saw the within named Grantor sign, seal and, as the Grantor's act and deed,  
deliver the within written Deed, and that (s)he with Kellyann Walker  
witnessed the execution thereof.

Tonya H. Green  
Witness #1

SWORN to before me this 8<sup>th</sup> day  
of November, 2002.

Kellyann Walker  
Notary Public of South Carolina  
My Commission Expires: 4/29/11

BK P 426PG534

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

AFFIDAVIT

Date of Transfer of Title: 11-8-02  
Closing Date: 11-8-02

PERSONALLY appeared before me the undersigned, who being duly sworn, depose and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred BY **W. JOE RHODES, A/K/A JOE RHODES TO JACQUELYN S. HEYWARD and JAMES L. HEYWARD** on NOVEMBER 1<sup>st</sup>, 2002.
3. Check one of the following: **The DEED is**  
(a)        subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.  
(b)        subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.  
(c)   X   EXEMPT from the deed recording fee because (exemption   3  )  
Explanation (if required) Bankruptcy Code #1146  
*(If exempt, please skip items 4-6, and go to item 7 of this affidavit.)*
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.  
(a)        The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$       .  
(b)        The fee is computed on the fair market value of the realty which is \$       .  
(c)        The fee is computed on the fair market value of the realty as established for property tax purposes which is \$       .
5. Check YES        or NO        to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance or this lien or encumbrance is \$       .
6. The DEED Recording Fee is computed as follows:  
(a)        the amount listed in item 4 above  
(b)        the amount listed in item 5 above (no amount place zero)  
(c)        Subtract Line 6(b) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transactions as: Attorney.
8. Check if Property other than Real Property is being transferred on this Deed.  
(A)        Mobile Home  
(B)        Other
9. N/A ATTORNEY'S AFFIDAVIT: Estate of        deceased CASE NUMBER         
Personally appeared before me the undersigned attorney who, being duly sworn, certified that (s)he is licensed to practice law in the State of South Carolina; that (s)he has prepared the Deed for the Personal Rep. in the Estate of        deceased and that the grantee(s) therein are correct and confirm to the terms of the will of decedent.
10. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

HAMPTON GREEN, LLC

Toya H. Green  
By: Toya H. Green Esquire

Sworn this 8<sup>th</sup> day of

November, 2002.

Kellyann Walker  
Notary Public for South Carolina  
My Commission Expires: 4/29/11

**RECORDER'S PAGE**

This page Must remain with  
the original document.



3K P 426PG535

**Recording**

**Fee** 10.00

**State**

**Fee**

**County**

**Fee**

**Postage**

**TOTAL** 10.00

A

**HAMPTONGREEN LLC**

100 Brigade Street, Second Floor 29403  
P.O. Box 20009, Charleston, SC 29413

2  
10-1  
H

FILED

P426-532  
2002 NOV 21 PM 2:57

CHARLIE LYBRAND  
REGISTER  
CHARLESTON COUNTY SC

**PID VERIFIED  
BY ASSESSOR**

REP LMG

DATE 12/3/02

RECEIVED FROM RMC

DEC 03 2002

PEGGY A. MOSELEY  
CHARLESTON COUNTY AUDITOR

BK K 325PG239

STATE OF SOUTH CAROLINA

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, THAT

ELIJAH WILLIAMS

in the State aforesaid, for/and in consideration of the sum of ONE HUNDRED THIRTY-SIX THOUSAND AND NO/100 (\$136,000.00) DOLLARS, to me in hand paid at and before the sealing of these presents by W. JOE RHODES, in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said W. JOE RHODES, ALSO KNOWN AS JOE RHODES, his heirs and assigns.

ALL that piece, parcel or tract of land, situate, lying and being on Meeting Street Road near the intersection of Cherry Hill Lane in Charleston County, South Carolina, and being shown and designated as Tract Two (2) on a plat by Sigma Engineers, Inc., dated October 16, 1972, entitled in part "Plat of Tract of Land Location on Meeting Street Road at Cherry Lane, Charleston County, South Carolina" and recorded in Plat Book AB, Page 77, RMC Office for Charleston County, South Carolina, and having such size, shape, buttings, boundings, dimensions and locations as will appear by reference, be all the measurements shown thereon a little more or less.

BUTTING AND BOUNDING AND MEASURING AND CONTAINING according to said plat as follows: to the North on lands now or formerly of Frank Watson and of sundry owners a total distance of 237.40 feet; to the East on land now or formerly of Brown Transport Corp., a distance of 253.80 feet; to the South on land now or formerly of Brown Transport Corp. and of Jasper L. Cumbee, Jr., a total distance of 280.00 feet; and to the West on Meeting Street Road 80 feet right-of-way along a curve having a chord of 246.18 feet, be all the said dimensions a little more or less.

BEING the same premises conveyed to Elijah Williams by deed of John P. Bozzelli and Margaret S. Bozzelli, recorded in the RMC Office for Charleston County on July 24, 1987 in Book G67, Page 11.

TMS: 464-02-00-071

GRANTEE'S ADDRESS: 1513 *Meeting St.*  
*Charleston, S.C. 29405*

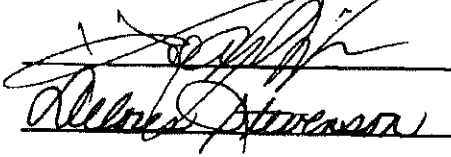
TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said W. JOE RHODES, ALSO KNOWN AS JOE RHODES, his heirs and assigns forever.

AND I do hereby bind myself and my heirs and assigns to warrant and forever defend, all and singular, the said Premises unto the said W. JOE RHODES, ALSO KNOWN AS JOE RHODES, his heirs and assigns, against me, my heirs and assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

28th IN WITNESS WHEREOF, I have hereunto set my Hand and Seal this day of April, in the year of our Lord one thousand nine hundred ninety-nine and in the two hundred and twenty-third year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

  
Alfred Stevenson

  
ELIJAH WILLIAMS

THE STATE OF SOUTH CAROLINA )  
CHARLESTON COUNTY )

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named ELIJAH WILLIAMS sign, seal and as his act and deed, deliver the within written Deed, and that (s)he with the other witness witnessed the execution thereof.

SWORN to before me this 28th  
day of April, 1999.

  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Comm. Expires 11/1/2000



STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

AFFIDAVIT

BK K 325PG241

PERSONALLY appeared before me the undersigned, who, being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred BY ELIJAH WILLIAMS TO W. JOE RHODES, ALSO KNOWN AS JOE RHODES ON April, 1999.
3. Check one of the following. The DEED is
  - (a) X subject to the deed recording fee for consideration paid or to be paid in money or money's worth.
  - (b)        subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
  - (c)        EXEMPT from the deed recording fee because (exemption #)  
(Explanation if required) .  
(If exempt, please skip items 4-6 and go to item 7 of this Affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked:
  - (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$136,000.00
  - (b)        The fee is computed on the fair market value of the realty which is \$.
  - (c)        The fee is computed on the fair market value of the realty as established for property tax purposes which is \$.
5. Check YES        or NO X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is \$       .
6. The DEED Recording Fee is computed as follows:
  - (a) \$136,000.00 the amount listed in item 4 above
  - (b) 0.00 the amount listed in item 5 above (no amount place zero)
  - (c) \$136,000.00 Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: GRANTOR
8. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined no more than one thousand dollars or imprisoned not more than one year, or both.

Elijah Williams  
Grantor, Grantee, or Legal Representative  
connected with this transaction

SWORN to before me this 28<sup>th</sup>  
day of April, 1999.

Delores Stevenson  
Notary Public for South Carolina  
My Commission Expires: 11-22-2001

Elijah Williams  
Print or Type Name here

SHIMEL, ACKERMAN  
THEOS & SPAR  
PO Drawer D  
Charleston, SC 29402

BX K 325P6242

FILED

K325-239

99 APR 29 AM 11:46

CHARLIE LYBRAND  
REGISTER  
CHARLESTON COUNTY SC

Recording  
Fee

10.00

State  
Fee

353.60

County  
Fee

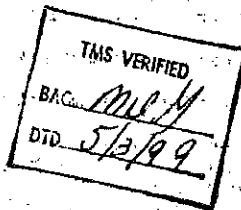
149.60

Postage

TOTAL

513.20

A



Recorded this *29* day of *APR* Year *99*  
Da Property Record Card

*James A. Mosley*  
Auditor Charleston County

**State of South Carolina,**

COUNTY OF CHARLESTON

KKG 67 0011

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT

WE, JOHN P. BOZZELLI and MARGARET S. BOZZELLI

in the State aforesaid -----for/and----- in consideration of the sum of  
 ONE HUNDRED SEVENTY-FIVE THOUSAND and NO/100-- (\$175,000.00) ----- DOLLARS,  
 to US in hand paid at and before the sealing of these presents by ELIJAH WILLIAMS

in the State aforesaid ----- the receipt whereof is hereby  
 acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and  
 release unto the said ELIJAH WILLIAMS, His Heirs and Assigns forever, the following  
described property:

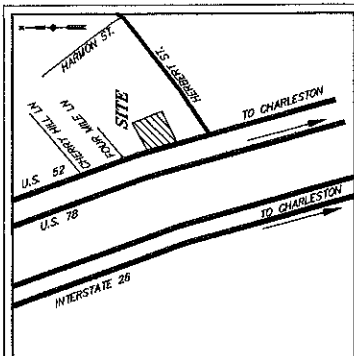
ALL that piece, parcel or tract of land, situate, lying and being on Meeting Street Road near the intersection of Cherry Hill Lane in Charleston County, South Carolina, and being shown and designated as Tract Two (2) on a plat by Sigma Engineers, Inc. dated October 16, 1972, entitled in part "Plat of Tract of Land located on Meeting Street Road at Cherry Lane, Charleston County, South Carolina" and recorded in Plat Book AB, page 77, RMC Office for Charleston County, South Carolina, and having such size, shape, buttings, boundings, dimensions and location as will appear by reference, be all the measurements shown thereon a little more or less.

BUTTING AND BOUNDING AND MEASURING AND CONTAINING according to said plat as follows: to the North on lands now or formerly of Frank Watson and of sundry owners a total distance of 237.40 feet; to the East on land now or formerly of Brown Transport Corp., a distance of 253.80 feet; to the South on land now or formerly of Brown Transport Corp. and of Jasper L. Cumbee, Jr. a total distance of 280.00 feet; and to the West on Meeting Street Road 80 feet right-of-way along a curve having a chord of 246.18 feet, be all the said dimensions a little more or less.

BEING the same premises conveyed to the Grantors herein by deed of Fred W. Smith and Jean C. Smith, dated June 24, 1983 and recorded in the R.M.C. Office for Charleston County on June 27, 1983, in Book A-112, page 267.

TMS#464-02-00-071

Grantee's Address: 2853 Meeting Street Road  
 N. Charleston, SC 29405

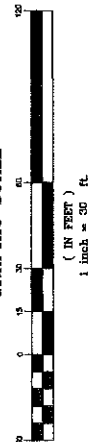


- LINE TYPE AND SYMBOL LEGEND**
- PROPERTY LINE W/CORNER (J/A) REBAR SET
  - PROPERTY LINE W/CORNER FOUND AS DESCRIBED
  - RIGHT-OF-WAY LINE
  - ADJACENT PROPERTY LINE
  - FENCE LINE
  - BUILDING HATCH

- NOTES**
1. ANYTHING SHOWN OUTSIDE THE DEFINED BOUNDARY OF THIS PLAT IS FOR DESCRIPTIVE PURPOSES ONLY.
  2. AREA DETERMINED BY COORDINATE METHOD.
  3. THE PUBLIC RECORDS REFERENCED ON THIS PLAT ARE ONLY THOSE USED AND NECESSARY TO THE ESTABLISHMENT OF THE BOUNDARY OF THIS PROPERTY. THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH.
  4. THE BEARINGS SHOWN HEREIN ARE MAGNETIC.
  5. PROPERTY IS LOCATED IN FLOOD ZONE X AS INDICATED ON FLOOD INSURANCE RATE MAP COMMUNITY PANEL # 45059C 0504-4.
  6. IT IS EXPRESSLY UNDERSTOOD THAT THE SURVEYOR DOES NOT CERTIFY TO THE EXISTENCE OR ABSENCE OF ANY METALLS ON THE PROPERTY HEREON.
  7. PROPERTY MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS NOT SHOWN OR APPARENT TO THE SURVEYOR.

PLANNING AND R.M.C. USE ONLY

GRAPHIC SCALE



CURVE	POINTS	ARC LENGTH	CHORD BEC.	CHORD BEC.	BETA	TANGENT
C1	134.12	243.04	102.55	28.74	97.00	122.78

MF  
GERALD F. MCMAHON  
TUS# 464-02-00-053  
PLAT BOOK 40 PAGE 057

S 121°05' E 253.80'  
6' CHALK FENCE

MF  
GERALD F. MCMAHON  
TUS# 464-02-00-053  
PLAT BOOK 40 PAGE 057

1/2" OPEN  
PPE FOUND

6' CHALK FENCE

S 72°15'00" W 280.00'

MF  
1924 MEETING STREET LLC  
TUS# 464-02-00-057  
DEED BOOK 1281 PAGE 845

1/2" REBAR  
FOUND

3/4" REBAR  
FOUND

MEETING STREET  
(80' R/W)

U.S. ROUTE NO. 52  
DOC. NO. 10,858  
PLAT BOOK 40 PAGE 077  
DEED BOOK 1567 PAGE 323

REFERENCES

1. PLAT OF TRACT OF LAND LOCATED ON MEETING STREET BY SIGMA ENGINEERS INC. DATED OCTOBER 16, 1932, AND RECORDED IN PLAT BOOK 40 PAGE 077.
2. DEED BOOK 1567 PAGE 323
3. DEED BOOK 1567 PAGE 323
4. PLAT OF GRANTS PARK (HARDHAM PARK) BY RICHARD G. PHETTE DATED MAY 20, 1931, AND RECORDED IN PLAT BOOK 40 PAGE 129
5. PLAT OF TRACT OF LAND LOCATED ON CHERRY HILL LANE AT MEETING STREET BY GEORGE F. MCMAHON DATED FEBRUARY 24, 1980, AND RECORDED IN PLAT BOOK 40 PAGE 057.
6. STATE OF SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION PLANS DOCKET NUMBER 10,258 U.S. ROUTE 52, SHEETS 1, 2 & 10 OF 42 SHEETS.

PROPERTY OF  
TOOLY PROPERTIES  
1.427 ACRES  
62,140 sq. ft.  
PLAT BOOK 40, PG. 077  
DEED BOOK 1567, PAGE 323

EXISTING  
1 STORY  
STEEL  
STRUCTURE

6' CHALK FENCE

N 68°17'02" E 237.40'

MF  
ANDREW S. JEWARI  
TUS# 464-02-00-071  
PLAT BOOK 40 PAGE 129

1/2" OPEN  
PPE FOUND

6' CHALK FENCE

DATE: FEBRUARY 19, 2016 SCALE 1" = 30'

BOUNDARY SURVEY SHOWING

TMS# 464-02-00-071, PROPERTY OF TOOLY PROPERTIES, (1.427 AC.)  
LOCATED IN THE CITY OF CHARLESTON  
CHARLESTON COUNTY, SOUTH CAROLINA

DATE: FEBRUARY 19, 2016 SCALE 1" = 30'

BOUNDARY SURVEY SHOWING

TMS# 464-02-00-071, PROPERTY OF TOOLY PROPERTIES, (1.427 AC.)  
LOCATED IN THE CITY OF CHARLESTON  
CHARLESTON COUNTY, SOUTH CAROLINA

DATE: FEBRUARY 19, 2016 SCALE 1" = 30'

BOUNDARY SURVEY SHOWING

TMS# 464-02-00-071, PROPERTY OF TOOLY PROPERTIES, (1.427 AC.)  
LOCATED IN THE CITY OF CHARLESTON  
CHARLESTON COUNTY, SOUTH CAROLINA

DATE: FEBRUARY 19, 2016 SCALE 1" = 30'

BOUNDARY SURVEY SHOWING

TMS# 464-02-00-071, PROPERTY OF TOOLY PROPERTIES, (1.427 AC.)  
LOCATED IN THE CITY OF CHARLESTON  
CHARLESTON COUNTY, SOUTH CAROLINA

DATE: FEBRUARY 19, 2016 SCALE 1" = 30'

BOUNDARY SURVEY SHOWING

TMS# 464-02-00-071, PROPERTY OF TOOLY PROPERTIES, (1.427 AC.)  
LOCATED IN THE CITY OF CHARLESTON  
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DATE: FEBRUARY 19, 2016 SCALE 1" = 30'

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